

SERVICE CONTRACT #GVA-19-010719-01

Between the

**STATE OF ARIZONA
THE ARIZONA OFFICE OF THE GOVERNOR**

And

CONSILIUM CONSULTING, LLC

This service contract (the "contract") is entered into by and between the State of Arizona, Office of the Governor, located at 1700 W. Washington St., 9th Floor, Phoenix, AZ 85007 and **Consilium Consulting, LLC** ("Contractor").

I. PURPOSE OF CONTRACT

Arizona Office of the Governor desires to retain the services of Contractor solely for assistance to this Office as a Consultant and in the following amount set forth below.

II. TERM OF CONTRACT/ EFFECTIVE DATE

The term of the contract shall commence **January 7, 2019** and shall remain in effect until **April 7, 2019**, unless terminated, canceled or extended as otherwise provided herein.

III. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9 (Rev 7-1-13) are incorporated into this contract as if fully set forth herein. Copies of this document may be accessed at: https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf. In the event of any divergence between this contract and the Uniform Terms and Conditions, the contract shall control. Contractor warrants that he has read and understands the Uniform Terms and Conditions V9 (Rev 7-1-13), and agrees to be bound by them in their entirety.

IV. WORK STATEMENT AND GENERAL PROVISIONS

The parties mutually agree as follows:

A. Costs

For time, in-state travel and costs for services described in this agreement, the Office of the Governor will compensate Contractor \$1,500 per month, not to exceed \$4,500 for the contract term set forth above.

Contractor shall submit invoices for work done the prior month to the Arizona Office of the Governor. Payment from the Arizona Office of the Governor will be made within thirty (30) business days of receipt of invoice. Payments shall comply with the requirements of A.R.S. Titles 35 and 41.

The Arizona Office of the Governor is not responsible for withholding, and will not withhold, FICA or taxes of any kind from any payments it owes Contractor.

B. Description of Services and Contractor Requirements

The Contractor shall begin duties under this contract on January 7, 2019. This contract shall not be interpreted to guarantee any amount of assignments and the parties agree that the decision to make or withhold assignments is within the sole discretion of the Arizona Office of the Governor.

The Contractor shall be responsible for the following work as assigned by the Arizona Office of the Governor:

1. Be available to the Governor's Office executive leadership on an as-needed basis for consultation on historical issues and strategy.
2. Provide advice, guidance and attend meetings regarding state water policy as directed by the Chief of Staff and executive leadership.
3. Provide advice, guidance and attend meetings regarding Arizona's gaming compacts and other issues related to gaming in Arizona by the Chief of Staff and executive leadership.
4. Track pending policy issues and their potential impact on the State of Arizona and report to the Chief of Staff.
5. Provide weekly updates on work performed, issues identified and successes achieved to the Chief of Staff and executive leadership.
6. Attend meetings and evaluate issues and assist in the development of strategy, as requested by the Chief of Staff of the Arizona Office of the Governor or designee.

Contractor shall not participate in any activity under this contract that would be defined as "lobbying" in violation of A.R.S. §41-1234.

The Office of the Governor shall be responsible for the following:

- a. Communicating Contractor's assignments to Contractor in the following areas:
 - i. Water policy;
 - ii. Gaming policy and compacts; and
 - iii. Other assignments and special projects as requested by the Chief of Staff of the Office of the Governor.
- b. Identify reporting structure and guidelines.

Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Arizona Office of the Governor. The Arizona Office of the Governor will determine the work to be done by Contractor, but Contractor will determine the legal means by which Contractor accomplishes the work specified by the Arizona Office of the Governor.

Contractor is not entitled to receive benefits that employees of the Arizona Office of the Governor are entitled to receive, including, but not limited, to workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

The Arizona Office of the Governor retains no control or direction over Contractor or over the detail, manner or methods of performance of the services by Contractor. The Arizona Office of the Governor does not have the authority to supervise or control the work of Contractor except as to the assignment and results of the work performed.

Contractor will follow all applicable laws, rules, and regulations for work performed under this contract. All of Contractor's time billed under this contract will be in furtherance of the assignments from the Arizona Office of the Governor and will not include campaign, political fundraising, political endorsement, or electioneering activities.

V. APPLICABLE LAW

In accordance with A.R.S. § 41-2501, *et seq.*, and Arizona Administrative Code R2-7-101, *et seq.*, the contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

VI. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Arizona Office of the Governor under the contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the Arizona Office of the Governor at the end of the period for which funds are available. No liability shall accrue to the Arizona Office of the Governor in the event this provision is exercised, and the Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VII. AUDIT

In accordance with A.R.S. § 35-214, Contractor shall retain and shall contractually require each contractor and subcontractor to retain all data, books and other records ("records") relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by Arizona Office of the Governor at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

VIII. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, Arizona Office of the Governor may within three years after execution cancel the contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Arizona Office of the Governor, at any time while the contract is in effect, becomes an employee or agent or any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the matter of the contract.

IX. NOTICES

Any and all notices, requests, demands or communications by either party to this contract, pursuant to or in connection with this contract shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Correspondence to Contractor :

Consilium Consulting, LLC
3219 E Camekback Rd #407
Phoenix, AZ 85018

Correspondence to Arizona Office of the Governor :

Jean Bell
Accounting Manager
1700 W. Washington St., 5th Floor
Phoenix, AZ 85007

X. OTHER

All communication between the Contractor and the Arizona Office of the Governor shall be considered privileged and confidential, except as required by applicable law.

As a Contractor with the Office of the Governor, it is understood that Confidential Information may be obtained. "Confidential Information" means any documents, materials, data or information of any kind, nature, or description (whether tangible or intangible, electronic or hard copy) regarding or relating in any manner to the business of the Office of the Governor. This includes, without limitation, information relating to executive and legislative policy objectives and Water issues and negotiations on the Drought Contingency Plan, Gaming and negotiation of gaming compacts. Confidential Information does not include information which (a) is or becomes publicly available through no fault of Contractor, or (b) is required to be disclosed in a judicial or administrative proceeding, or by applicable law.


Contractor understands and acknowledges that Confidential Information acquired during the term of this agreement must remain confidential both during and after the term of this agreement, as required of public officials and employees by with A.R.S. § 38-504 and other applicable law and regulations. Contractor further acknowledge that Confidential Information may also be confidential under the executive privilege and/or

legislative privilege. Contractor understands that it holds the responsibility to comply with these confidentiality requirements and any other applicable policies of the Governor's Office.


Each party has participated fully in the negotiation and preparation of this contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this contract. The parties acknowledge that they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of this contract.

IN WITNESS WHEREOF, the parties agree to execute this contract and agree to the terms of the contract.

CONTRACTOR:


Consilium Consulting, LLC 1/22/19
Date

ARIZONA OFFICE OF THE GOVERNOR:


Daniel Scarpinato 1/22/19
Chief of Staff Date

Governor's Accounting Office


John McCleve, CPA 1-22-19
Comptroller/CFO Date